B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

In re LEHMAN BROTHERS HOLDINGS INC.

Case No. 08-13555 (JMP)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Monarch Capital Master Partners LP Name of Transferee

Name and Address where notices to transferee should be sent:

Monarch Capital Master Partners LP c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26 New York, NY 10022 Attention: Michael Gillin

Phone: (212) 554-1743 Fax: 1-(866)-741-3564

Email:michael.gillin@monarchlp.com; fundops@monarchlp.com

Morgan Stanley & Co. International plc
Name of Transferor

Court Claim # (if known): 50330
Amount of Claim: transferred amount –
US\$47,028.30
13.41463414% of total claim
US\$350,574.60 relating to ISIN
XS0202417050
Allowed Amount of Claim – transferred
amount US\$48,050.63
13.41463414% of total allowed claim
US\$358,195.66 relating to ISIN
XS0202417050
Date Claim Filed: 28 October 2009

Phone:

Last Four Digits of Acct. #:

Last Four Digits of Acct #: n/a

Name and Address where transferee payments should be sent (if different from above):

Wire Instructions:

USD PAYMENT INSTRUCTIONS:

566570.1/9999-00999

Chase Manhattan Bank, N.Y. ABA# 021-000-021 F/A/O Goldman Sachs & Co, N.Y. A/C# 930-1-011483 F/F/C Monarch Capital Master Partners LP A/C# 002-39888-1

EUR PAYMENT INSTRUCTIONS:

Swift Code: DEUTDEFF Bank Name: Deutsche Bank

City: Frankfurt

IBAN A/C #: DE17500700100960192300 Entity Name: Goldman Sachs & Co., New York F/F/C Monarch Capital Master Partners LP

A/C# 002-39888-I

Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

MONARCH CAPITAL MASTER PARTNERS LP

By: Monarch Alternative Capital LP

Its: Advisor

Michael A. Weinstock Managing Principal

Date: March 12, 2013

Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

Exhibit A

Evidence of Transfer from Transferor to Transferee

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, MORGAN STANLEY & CO. INTERNATIONAL PLC ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to MONARCH CAPITAL MASTER PARTNERS LP (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage and nominal nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 50330 filed by or on behalf of Banca IMI SPA (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein.

Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 2 day of March 2012.

PURCHASER

MONARCH CAPITAL MASTER PARTNERS LP

By: Monarch Alternative Capital LP

Its: Advisor

By: Christopher Santana
Name: Managing Principal

Monarch Capital Master Partners LP c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26

New York, NY 10022 Attn: Michael Gillin Phone: (212) 554-1743 Fax: 1-(866)-741-3564

Email: michael.gillin@monarchlp.com;

fundops@monarchlp.com

SELLER

MORGAN STANLEY & CO. INTERNATIONAL PLC

By:_____Name:

Title:

25, Cabot Square Canary Wharf London E14 4QA

E- mail: Indistressed@morganstanlev.com

Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 12 day of March 2012.

PURCHASER MONARCH CAPITAL MASTER PARTNERS LP

By: Monarch Alternative Capital LP Its: Advisor

Monarch Capital Master Partners LP c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26 New York, NY 10022 Attn: Michael Gillin

Phone: (212) 554-1743 Fax: 1-(866)-741-3564

Email: michael.gillin@monarchlp.com;

fundops@monarchlp.com

SELLER

By:

MORGAN STANLEY & CO. INTERNATIONAL PLC

Name:
Title: BRIAN CRIPPS
Authorised Signatory

25, Cabot Square Canary Wharf London E14 4QA

E- mail: Indistressed@morganstanley.com

Transferred Claims

Purchased Claim

13.41463414% of the proof of claim (S47,028.30 of \$350,574.60) (in each case, plus accrued and unpaid interest and other amounts) with respect to ISIN XS0202417050 or 13.41463414% of the allowed claim amount (\$48,050.63 of \$358,195.66) relating to XS0202417050, as set forth in that Notice of Proposed Claim Amount, dated August 24, 2011.

Lehman Programs Securities to which Transfer Relates

Description of ISIN/CUSIP Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Coupon Amount & Accrued Interest		Maturity
Lehman Brothers Treasury CO. BV Program Securities Bonds	XS0202417050	Lehman Brothers Treasury CO. BV	Lehman Brothers Holdings Inc	EUR 33,000.00	HICP (Inflation) Linked Note	27 October 2014

Schedule 1-1

Exhibit B

Proof of Claim

United States Bankruptcy Court/Souther	n District of New York	LEHMAN SEC	JRITIES PROGRAMS
Lehman Brothers Holdings Claims Proces c/o Epiq Bankruptcy Solutions, LLC	ssing Center	PROC	F OF CLAIM
FDR Station, P.O. Box 5076			
New York, NY 10150-5076	Chapter 11	Filed: USBC -	Southern District of New York
In Re: Lehman Brothers Holdings Inc., et al.,	Case No. 08-13555 (JMP)	Lehman Bi	others Holdings Inc., Et Al.
Debtors.	(Jointly Administered)	0	8-13555 (JMP) 0000050330
Note: This form may not be used based on Lehman Programs Secundup://www.lehman-docket.com/a	rifies as fisted on s of July 17, 2009	Management of the control of the con	
Name and address of Creditor: (and nam Creditor)	e and address where notices should be	sent if different from	Check this box to indicate that this claim amends a previously filed claim.
RANCA MI SIA			Court Claim Number:
P. GIORDANO DELL'ANORE	3		(If known)
20121 HILAHO			Filed on:
italy Aπn: Lebal Departhen	r	T PRINCE HI COM	
Talanhana number: ++ 34 02 77611	Email Address: LEGAL DEPARTHEN	C RAMCHIMI. COM	Check this box if you are aware that
Name and address where payment shoul	d be sent (if different from above)		anyone else has filed a proof of claim
			relating to your claim. Attach copy of statement giving particulars.
Telephone number: 1. Provide the total amount of your cla	Email Address:		t and and a vone Lehman
Amount of Claim: \$ SEE SCH Check this box if the amount of claim	m amounts for each Lehman Programs EDULE (Required) aim includes interest or other charges i	Security to which this claim relation addition to the principal amou	nt due on the Lehman Programs Securities.
this claim with respect to more than one which this claim relates.	: Lehman Programs Security, you may	attach a schedule with the 15114.	, tot the Dominion Constitution
International Securities Identification	Number (ISIN): SEE SCH	EDULE (Required)	
3. Provide the Clearstream Bank Blocki appropriate (each, a "Blocking Number from your accountholder (i.e. the bank, than one Lehman Programs Security, yor relates. Clearstream Bank Blocking Number number:	") for each Lehman Programs Security broker or other entity that holds such to but may attach a schedule with the Block	securities on your behalf). If you ching Numbers for each Lehman	
SEE SCHEDULE	(Requi	ired)	
4. Provide the Clearstream Bank, Europ	other entity that holds such securities of	on your behalf). Beneficial hold	our Lehman Programs Securities for which y participant account number from your ers should not provide their personal account:
74075 CLEARSTREAM			
5. Consent to Euroclear Bank, Clear consent to, and are deemed to have aut disclose your identity and holdings of reconciling claims and distributions.	stream Bank or Other Depository: horized, Euroclear Bank, Clearstream Lehman Programs Securities to the De	btors for the purpose of	FOR COURT USE ONLY FILED / RECEIVED OCT 2 8 2009
Octuber 27 of the creditor or of number if different any ANNES	son filing this claim must sign it. Sign her person authorized to file this claim from the notice address above. A fach HUHARI	and state address and telephone	EPIC BANKRUPTCY SOLUTIONS, LLC
GENERAL CONTRACTOR	ulent claim: Fine of up to \$500,000 or	imprisonment for up to 5 years.	or both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy

filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150- 5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehman-docket.com) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

SCHEDULE ATTACHED TO THE LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM FILED BY BANCA IMI S.p.A. - NOTES HELD BY BANCA IMI ON ITS OWN ACCOUNT

Clearstream Bank Accountholders blocking number Clearstream Bank Participant Account	74075	74075	74075
Clear block	cA28230 rest and to ing)	cA28229 rest and to to ing)	CA28232 rest and to ing) 15,
Claim (in US\$)			7,125.50 plus interest accrued and unpaid up to (but excluding) September 15, 2008
Claim (in the original currency, being EUR)	5. (2) St	1,230,000.00 plus interest accrued and unpaid up to (but excluding) September 15, 2008	5,000.00 plus interest accrued and unpaid up to (but excluding) September 15, 2008
Guarantor	N/A	Lehman Brothers Holdings Inc.	N/A
Issuer	Lehman Brothers Holdings Inc.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.
NISI	XS0252834576	XS0211814123	XS0213899510

XS0215349357	Lehman Brothers UK	Lehman Brothers	1,000.00	1,425.10	CA28231	74075
	Capital Funding LP	Holdings PLC	interest	plus interest		
			accrued and	accrued and		
			unpaid up to	unpaid up to		
			(but excluding)	(but excluding)		
			September 15,	September 15,		
				2008		
XS0210782552	Lehman Brothers	Lehman Brothers	00.000,969	991,869.60	CA28236	74075
	Treasury Co. B.V.	Holdings Inc.	nterest			
			accrued and	accrued and		
			up to	unpaid up to		
			(but excluding)	(but excluding)		, 44.4
			September 15,	September 15,		
				2008		
XS0202417050	Lehman Brothers	Lehman Brothers	246,000.00	350,574.60	CA28239	74075
	Treasury Co. B.V.	Holdings Inc.	plus interest	plus interest	-	
				accrued and		
				ot du piedun		
			(but excluding)	(but excluding)		
			September 15,	September 15,		
			2008	2008	The state of the s	
XS0220704109	Lehman Brothers	Lehman Brothers	182,000.00	259,368.20	CA28237	74075
	Treasury Co. B.V.	Holdings Inc.	plus interest	plus interest		
			accrued and	accrued and		
			unpaid up to	unpaid up to		•
			(but excluding)	(but excluding)		-
			September 15,	September 15,		
			2008	2008		
XS0176153350	Lehman Brothers	Lehman Brothers	922,000.00	1,313,942.20	CA28241	74075
	Treasury Co. B.V.	Holdings Inc.	erest	plus interest		
)	ed and	g		

	74075	74075	74075	74075
	CA28242	CA28243	CA28240	CA28238
unpaid up to (but excluding) September 15, 2008		386,202.10 plus interest accrued and unpaid up to (but excluding) September 15, 2008	353,424.80 plus interest accrued and unpaid up to (but excluding) September 15, 2008	356,275.00 plus interest accrued and unpaid up to (but excluding) September 15, 2008
unpaid up to (but excluding) September 15, 2008	and to ling)	271,000.00 plus interest accrued and unpaid up to (but excluding) September 15, 2008	248,000.00 plus interest accrued and unpaid up to (but excluding) September 15, 2008	250,000.00 plus interest accrued and unpaid up to (but excluding) September 15,
		Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	N/A
	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.
	XS0181945972	XS0195431613	XS0200284247	XS0268648952

Page 3 of 4

																			_	
74075							74075													
CA28246							CA28245													
317,797.30 C	plus interest	accrued and	unpaid up to	(but excluding)	September 15,	2008	 	plus interest	accrued and	unpaid up to	(but excluding)	September 15,	2008	14,293,753.00	plus interest	accrued and	unpaid up to	(but excluding)	September 15,	2008
223,000.00	plus interest plus	accrued and	unpaid up to	(but excluding)	September 15,	2008 2008	5,000,000,00	plus interest plus interest	accrued and	unpaid up to	(but excluding)	September 15,	2008 2008	10,030,000.00	plus interest	accrued and accrued and	unpaid up to	(but excluding)	September 15,	2008
Lehman Brothers	Holdings Inc.						Lehman Brothers	Holdings Inc.												
XS0208459023 Lehman Brothers	Treasury Co. B.V.						Lehman Brothers	Treasury Co. B.V.												
XS0208459023							XS0259691383							TOTAL						

Please note that Banca IMI reserves its rights to seek payment of interests to the fullest extent permitted by the applicable law and the Court, at the applicable interest rate and its rights to seek payment of costs, yet to be determined, to the fullest extent permitted by the Court, the Bankruptcy Code and any applicable law.

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RECEIVED B